



div of PSI Recruiting, INC

A1 Barcode Systems

**Toll free:
800.798.2042x0**

Terms and Conditions

GSA Schedule: GS-07F-0588N

Business Type: Small Business

Point of Contact: Carl Shackelford

Office Phone: 251.626.7368x0

Fax Phone 251.650.1718

Payment Terms: GSA Contract terms

GSA#: GS-07F-0588N

GSA DATE OF CONTRACT: May 30, 2013 - May 30, 2018

DUNS: 111615287

SBA Small Business#: P0195919

**FOB: Mobile, AL or Daphne, AL
36526**

**Delivery: If in stock 3 Days
About 10-14 days if not in
stock.**

Commercial Web Sites www.a1barcode.com

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Main Contract Standard Form 1449

Standard Form 1449, Contract for Commercial Items (Cont'd)

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A1 Barcode Systems

Contract No: GS-07F-0588N

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is <http://www.GSAAdvantag.gov>

SCHEDULE TITLE: Schedule 078-- Schedule 078-Sports, Promotional, Outdoor, Recreational, Trophies and Signs (SPORTS)

FSC Group 99—Signs and Safety Zone Products

FSC CLASS (ES)/PRODUCT CODES AND/OR SERVICE CODE: 9905

CONTRACT NUMBER: GS-07F-0588N

FOR MORE INFORMATION ON ORDERING FROM FEERAL SUPPLY SCHEDULES
CLICK ON THE FSS BUTTON AT <http://www.fss.gsa.gov>

CONTRACT PERIOD: May 30, 2013 - May 30, 2018

CONTRACTOR'S NAME, ADDRESS, TELEPHONE AND FAX NUMBER; E:MAIL
AND/OR WEB SITE ADDRESS:

A1 Barcode Systems
PO Box 3046
Daphne, AL 32526
Phone: 800-798-2042
Fax#: 251 650-1718
Email: cs@lbar.com
Website: www.a1barcode.com

CONTRACTOR'S ADMINISTRATION SOURCE: Mr. Carl Shackelford

BUSINESS SIZE/TYPE: Small, dealer

Standard Form 1449, Contract for Commercial Items (Cont'd)
A1 Barcode Systems
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CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN's)

<u>SIN</u>	<u>DESCRIPTION</u>
366 11	Products include but not limited to Programmable, Interactive Directories, Queuing Systems, Architectural/Wayfinding, Site/Facility Identification, Scoreboards, Exit, Vehicle, Traffic, Parking, Construction, Safety/Warning, Sign Making Systems, Stencil Making Devices, Bar Code/Label Making Systems , Placards, Posters, Sign Post/Hardware, and Related Products and Services (FSC 9905) <i>NOTE: Mostly Barcode, Photo ID Badges, and barcode readers/scanners/software.</i>

- 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

See Price List

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
2. MAXIMUM ORDER: \$100,000
3. MINIMUM ORDER: \$100.00
4. GEOGRAPHIC COVERAGE: The 48 contiguous states and the District of Columbia, Alaska, Hawaii, Puerto Rico, and U.S. territories (American Samoa, Guam, Virgin Islands) Most locations out of the US via USPS or Freight Forwarder.
5. POINT(S) OF PRODUCTION: Numerous
6. Quantity/Volume Discount None
7. Prompt Pay Discount Net 30 On everything or P Card

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- 9a. ACCEPTANCE OF GOVERNMENT PURCHASE CARD UP TO MICRO-PURCHASE THRESHOLD: VISA, MasterCard, American Express
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Government purchase cards will be accepted above the micro-purchase threshold.
- 10. FOREIGN ITEMS: APO & FPO available with tracking to consolidation point Priority.
- 11a. TIME OF DELIVERY: 3 days ARO
- 11b. EXPEDITED DELIVERY: Yes, Must call to arrange buyer pays.
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Yes, Must call to arrange, buyer pays.
- 11d. URGENT REQUIREMENTS: When delivery period above does not meet your bona fide urgent delivery requirements, call contractor for the purpose of requesting accelerated delivery.
- 12. FOB PONT: FOB Origin
- 13a. ORDERING ADDRESS: Same as Contractor
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
- 14. PAYMENT ADDRESS: Same as contractor
- 15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor or manufacturer for a copy of the warranty.
- 16. EXPORT PACKING CHARGES: Not Applicable
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD
ACCEPTANCE: Contractor will accept Government Purchase Card for orders up to \$5,000, ask about larger one's (we must preauthorize). Purchase Order required for orders over \$5,000, even if a credit card is used. PO's just need a signature if for Credit Card purchases. Normal PO's for all other.
- 18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
- 19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

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- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE) No
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24A. ENVIRONMENTAL ATTRIBUTES (e.g. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS): N/A
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.
25. DUNS NUMBER: 111615287
26. CENTRAL CONTRACTOR REGISTRATION: AFFIRMATIVE, REGISTRATION ACCOMPLISHED

GSA Contract Terms and Conditions

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2005)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

Any known issue that causes a delay in excess of our normal 5 days will result in our contacting the purchaser. The purchaser will be given the opportunity to cancel the order at no cost to them, once they are contacted. The option for a delay is entirely up to the purchaser.

- (g) *Invoice.*
 - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;

Not applicable.
- (vii) Name and address of official to whom payment is to be sent;
- (3) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (a) Electronic funds transfer (EFT) banking information.
 - (b) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (c) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.
 - (d) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.* NET 30 or P Card (Master Card, Visa, Pos are acceptable for payment) Maximum without prior authorization is \$5,000, call for other situations requiring different terms.
 - (a) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
 - (b) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
 - (c) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

- (d) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made. **No discounts are available for early payment, but quantity discounts are available.**
- (e) Quantity discounts are available but they are on a case-by-case basis and GSA Advantage.
- (f) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties, and provision of a tax exempt document might need to be provided upon request. Our NEXUS is in Daphne, Alabama and county of Baldwin and that is our only tax liability that is know for Sales Tax.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Warranty Addendum

Software and media are non-returnable, unless damaged in shipping.

We warranty all products other than those for 30 days from purchase. All products carry a manufacturers warranty after that. DOA's (Dead on Arrivals) are immediately replaceable upon return of defective product, if returned within 30 days. Usually standard manufacturers' warranties are 6 mos to 1 year for most items, and information is available off the manufacturers' site.

In either case above, our RMA Procedure is required to process any returns.

Returns/RMAs Below Addresses those concerns

- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) *Central Contractor Registration (CCR).*
 - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
 - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures

specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov> or by calling 1-888-227-2423 or 269-961-5757.

Pricing

GSA Pricing and items is available on-line and additional volume discounts are available on the website thru GSA Advantage automatically, and sometimes we can make it better with a phone call. We have over 23,000 parts all updated on GSA Advantage.

Expertise on Staff

We have numerous sales and technical staff that can help you here at A1 Barcode Systems. Most of our items are highly technical, and might require a specialist to assist you. Please call us and let us help. Ordering without knowledge of a product is a recipe for an RMA, which we don't want anyone to have to spend the time, to process.

Shipments and Order Processing

Order Processing

We ship day of order if ordered before 12:00 Noon, or next day after that. We state 3 days After Receipt of Order. Actually, this is usually 2-3 days. If an item is out of stock, we will call you to ask for further instructions. Obviously, we cannot know stock until we request an item from warehouse.

Shipments

All shipments are FOB Origin, unless other arrangements are made prior to shipments from Daphne, AL 36526. Most of our shipments are sent 2nd day UPS or FED EX in most cases, and

calculated from our FOB Origin. Orders are usually processed same day if received before 10 am.

Larger orders or negotiated contracts with RFQ's do not apply. We have great rates for shipping.

All orders that are requested out of the US, must be either APO or FPO. These shipments will be USPS Priority insured, unless the officer specifies otherwise. We have no capability of tracking these items except to the APO/FPO point we shipped them to. Additionally, we can accept no responsibility except for proof of shipping to the consolidation point.

If extra shipping cost are required to deliver items to the USPS, those cost will be passed on to the customer (he will be apprised of the charges). This can require a double shipping process, since most of our products are shipped UPS and FED EX, and then a lengthy process at the Post office. It is A1's policy to make the customer aware of any cost that are not customary in our government processes.

Many manufacturers have been hit with Stiff fines for not charging sales taxes on drop ships, no matter who the end user is federal or not. This is in the case of Zebra Technology, HID, and some others. In those cases, they will charge us Sales Tax for that state MA, VA, and California are 3 we know of. We will NOT charge sales tax, but we cannot pay it either so you will be apprised if this occurs.

Expedited Shipping

Expedited shipping is available, in FED EX or UPS overnight, 2nd day, and ground delivery. Charges will apply which we must pass on to you. Remember most of our shipments are normally 2nd Day anyway, especially in the southeast and east, so ask. We do guarantee 3 day, if the product is in stock. If not in stock, we will call the customer.

Returns/RMAs

Within 10 days, all items are returnable except for Media (ribbons and labels) and Software. Software and Media are not guaranteed to be able to be replaced. If there is a chance the media and software must be returned in the box unopened. We still must be able to return it, and there is no guarantee.

RMA Procedures

- 1) Return Material Authorizations must be requested from our office, or are not accepted.
- 2) The address and RMA information must be given to the contract officer or end user that is to return the products.
- 3) The Customer is responsible for return shipping cost.
- 4) Restocking fees can be up to 25% on some items and any original shipping cost will not be returnable for returned items.

Obviously, if an error was considered to be a miscommunication on our part or miss-shipment, there will be no charge and all return shipping cost will be covered by A1 Barcode Systems.